

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
CIVIL ACTION NO.: 3:10CV389-V**

MEINEKE CAR CARE CENTERS, INC.,)
 Plaintiff,)
)
)
 vs.)
)
TRIPOLI AUTOMOTIVE, INC.,)
 Defendant.)

**ORDER AND PRELIMINARY
INJUNCTION**

THIS CAUSE, COMING TO BE HEARD, AND BEING HEARD before the undersigned, upon the motion and request of Plaintiff, Meineke Car Care Centers, Inc., for entry of default judgment or order, as the case may be, against Defendant Tripoli Automotive, Inc.; and

IT APPEARING TO THE COURT that the Verified Complaint was filed and the Summons was issued in this action on August 19, 2010, which Complaint and Summons were served on Defendant on August 25, 2010; and

IT FURTHER APPEARING TO THE COURT that no answer or other responsive pleading was timely served or filed by Defendant and no extension of time to serve or file such a pleading has been granted and that the time for Defendant to serve or file an answer or otherwise respond to Meineke's Verified Complaint has expired; and

IT FURTHER APPEARING TO THE COURT that based on the default of Defendant having been duly entered according to law, and upon the application of Plaintiff in this action, judgment should be entered against Defendant pursuant to the Prayer for Relief of Meineke's Verified Complaint and its Motion for Default Preliminary Injunction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
that:

1. Defendant Tripoli Automotive, Inc. cease and refrain from, for a period of one (1) year from the date of compliance with this judgment, directly or indirectly (such as through

corporations or other entities owned or controlled by it) owning a legal or beneficial interest in, managing, operating or consulting with: (a) any business operating at the premises of former Center No. 1801 located at 2480 South Eola Road, Aurora, IL 60504, or within a radius of six (6) miles of the premises of former Center No. 1801 which business repairs or replaces exhaust system components, brake system components, or shocks and struts; and (b) any business operating within a radius of six (6) miles of any Meineke Center existing as of the date Defendant's Franchise Agreement terminated which business repairs or replaces exhaust system components, brake system components, or shocks and struts.

2. Defendant Tripoli Automotive, Inc. cease using and/or remove and/or have removed any names, marks, signs, forms, advertising, manuals, computer software, supplies, products, merchandise and all other things and materials of any kind which are identified or associated with the Meineke name, logo, marks or trade dress, or which contain a name, logo, mark or trade dress confusingly similar to the Meineke name, logo, marks or trade dress, including, but not limited to the black and yellow signage that lists Meineke's services and the Meineke signs.

3. Defendant Tripoli Automotive, Inc. cease making any representation or statement that Defendant or the business located at 2480 South Eola Road, Aurora, IL 60504 is in any way approved, endorsed or licensed by Meineke, or is identified with Meineke in any way.

Signed: September 28, 2010



Richard L. Voorhees
United States District Judge

